

**TIPPECANOE COUNTY, INDIANA
ADDITIONAL TERMS AND CONDITIONS**

The attached and forgoing agreement between **The Board of Commissioners of Tippecanoe County** (County) and **Pinnacle Mailing Products**. (Contractor) is amended to incorporate by reference the following terms and conditions. Any provisions in the attached agreement which may be inconsistent with the following provisions shall be ineffective to the extent of any such inconsistency.

Written Notice - Written notice to the parties with respect to matters arising under the agreement may be provided by the parties as follows:

IF TO TIPPECANOE COUNTY:

Tippecanoe County
Attn: Tippecanoe County Clerk
301 Main Street
Lafayette, Indiana 47901

IF TO PINNACLE MAILING PRODUCTS:

Pinnacle Mailing Products
7701 W. Kilgore Ave., Ste 5
Yorktown, IN 47396

Non-Discrimination – Pursuant to IC 22-9-1-10, Contractor and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of the covenant may be regarded as a material breach of this Agreement.

Governing Law; Exclusive Jurisdiction; Exclusive Venue - This Agreement is entered into in Indiana and all matters arising under or related to this Agreement shall be governed by and construed in accordance with the substantive law (and not the law of conflicts) of the State of Indiana. Courts of competent authority located in Tippecanoe County, Indiana shall have sole and exclusive jurisdiction of any action arising out of or in connection with the Agreement, and such courts shall be the sole and exclusive venue for any such action.

E-Verify Employment Eligibility Verification - In accordance with IC 22-5-1.7, if Contractor has any employees or subcontractors, and the E-Verify program as defined in IC 22-5-1.7-3 is in existence, **Contractor** shall enroll in and verify the work eligibility status for all of Contractor's newly hired employees through the E-Verify program. Contractor shall not knowingly employ or contract with an unauthorized alien, nor shall Contractor retain an employee or contract with a person that **Contractor** subsequently learns is an unauthorized alien.

Contractor shall:

1. Sign and deliver to County a sworn affidavit that affirms that Contractor has enrolled and is participating in the E-Verify program;
2. Provide documentation to County substantiating that Contractor has enrolled and is participating in the E-Verify program; and

3. Sign and deliver to County an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.

Contractor shall require all subcontractors, who perform work under this contract, to certify to Contractor in a manner consistent with federal law that the subcontractor, at the time of certification, does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of each subcontract.

County may terminate the contract immediately if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified thereof by County or another state agency or political subdivision. In accordance with IC 22-5-1.7, any challenge by Contractor to a termination pursuant to this provision must be made in Tippecanoe County Superior or Circuit Court not later than twenty (20) days after Contractor receives notice of such termination.

Contract Reporting Requirements - Contractor understands and acknowledges that the County is a "public agency" within the meaning of Indiana's Access to Public Records Act and, as such, the agreement or other contract between the parties may be subject to disclosure as a public record under IC 5-14-3. Contractor further understands and acknowledges that, under IC 5-14-3.8-3.5, if the amount to be paid during a calendar year by the County under the contract exceeds fifty-thousand dollars (\$50,000), the County will be required to scan and upload the digital image of the contract to the "Indiana transparency Internet web site."

ACCEPTED:

TIPPECANOE COUNTY
20 N. 3rd St.
Lafayette, IN 47901

By: _____

Title: _____

Date: _____

ACCEPTED:

Pinnacle Mailing Products
7701 W. Kilgore Ave., Ste 5
Yorktown, IN 47396

By:  _____

Title: President

Date: 12/30/20

PINNACLE MAILING PRODUCTS MAINTENANCE CONTRACT

THIS CONTRACT is made and entered into on 1/14/2021

Service Company: Pinnacle Mailing Products
7701 W. Kilgore Ave Ste 5
Yorktown IN 47396
(765) 405-1194

Customer Name and Address: Tippecanoe County
Atten: Tippecanoe County Clerk
301 Main Street
Lafayette, In 47901

THIS CONTRACT is effective for one year from the date listed above. The amount of the service contract will be: \$206.00 annually

NOW, THEREFORE, inconsideration of the mutual covenants and promises hereafter set forth, the parties hereto agree to the following:

1. Maintenance Services

Pinnacle Mailing Products shall maintain and service the following list of equipment:

<u>EQUIPMENT</u>	<u>SERIAL NUMBER</u>
Small folder/sealer	D191705

And keep the Equipment in good working order. In addition, Pinnacle Mailing Products shall provide unscheduled remedial maintenance (on-call service) as and when needed. Contract includes all parts and labor to repair equipment.



2. Trained Employees

Trained personnel directly employed and supervised by the Service Company will perform all serviced required by the terms of this Contract. The Service Company agrees that each of its employees will be properly qualified and will use reasonable care in the performance of his or her duties.

3. Working Hours

The services required of this Service Company under this Contract, including emergency service, shall be performed during the regular working business hours of its regular working days. All efforts to provide same day service with a 24 hour repair time will be honored.

4. Disclaimers

This contract will be void if:

- a) Repairs are necessitated by accident, misuse, abuse, water or fire damage.
- b) Any modifications to, or alterations of this equipment.

To the extent permitted by law, any consequential or incidental damages of any kind, including, but not limited to lost profits or other economic injury are not included in this contract.

NOTE

**ALL service calls are to be called in to Customer Service at
765-405-1194 OR emailed to customerservice@pinnaclemailing.com**

Customer Signature/Title

Jenni Skunings

Service Company

Date

12-30-2020

Date

E-Verify Program Administrator Tutorial for Employers 30 of 30

Knowledge Test Results



Congratulations!



KIMBERLY LAFFOON (KLAF6280), your score is 92.86%

KIMBERLY LAFFOON, you successfully completed this tutorial and passed the E-Verify Knowledge Test on January 20, 2020.

Use your browser's print capability to obtain a copy of this page for your records.

To use E-Verify, select 'Exit Tutorial.'



REMINDER: You must visit 'View Essential Resources' to read the E-Verify User Manual, and you must print and clearly display the 'Notice of E-Verify Participation' and 'Right to Work' posters in all languages supplied by DHS.